

Comprehensive Infrastructure Agreement Amendment Approval Form

Contract Between:

Northrop Grumman Information Technology, Inc.

Eighth and Main Building

707 E Main St

Richmond, Virginia 23219

and

The Commonwealth of Virginia

110 South Seventh Street

Richmond, Virginia, 23219

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| Contract Number | VA-051114-NG |
| Change Control Number | 08 |
| Section(s) of CIA Referenced – Identify section(s) of CIA modified, including Attachments and Schedules | New Section 8.2.11 to the Agreement |
| Description of Approved Contract Change – Provide a brief description of contract change | Addition of language to reflect Parties' understanding re: use of Commonwealth vehicles in the performance of the Services. |

In accordance with Section 27.5 Amendments, and pursuant to the mutual agreement of the parties, this AGREEMENT is modified as follows:

The following new section is hereby added to the Agreement as Section 8.2.11:

8.2.11 Use of Commonwealth Vehicles

The Parties agree that if the performance of Services under the Agreement requires Vendor Personnel to use a vehicle, Vendor shall provide the required vehicle (or reimburse the Vendor Person for the use of a personal vehicle). During the Current Operations Phase, any additional costs incurred by Vendor associated with providing or reimbursing for the use of such vehicles shall be passed through to the Commonwealth as Fees, provided that such costs are incurred in accordance with applicable Commonwealth policies. During the Post-Transition Phase, Vendor's provision or reimbursement for the use of such vehicles shall be at no additional cost to the Commonwealth.

During the First Contract Year, the Commonwealth shall permit a Vendor Person to use a Commonwealth owned vehicle to the extent necessary to fulfill delivery of Services under this Agreement, provided that the agency that owns the vehicle or to which the vehicle is permanently assigned by the Commonwealth of Virginia Department of General Services (DGS) has a vehicle available and consents to such use in writing to the Vendor Person who will operate the vehicle. Written consent can be in the form of an e-mail from the agency transportation officer or other agency representative, as determined by the agency. If the stated conditions for use of a Commonwealth-owned vehicle by Vendor Personnel are not met, then Vendor's obligation to provide the Services shall remain unchanged.

In the event that Vendor assigns the performance of Services to a Managed Employee that requires such Managed Employee to use a vehicle, the Commonwealth will provide a vehicle to the Managed Employee, subject to vehicle availability and the consent of the agency that owns the vehicle or to which the vehicle is permanently assigned by DGS. Alternatively, the Commonwealth will reimburse for the use of a personal vehicle in accordance with applicable Commonwealth policies. During the Term, any costs incurred by the Commonwealth in association with providing a Commonwealth vehicle or reimbursing a Managed Employee for the use of a personal vehicle will be added to the calculation of the Commonwealth's Retained Costs and subtracted from the amount of Fees that Vendor may charge the Commonwealth in that given year. The Parties will review such costs on an annual basis to determine whether or not the Commonwealth has been able to obtain reimbursement for such costs directly from the applicable agency and, if so, whether any adjustments to the allocation of such costs as set forth in the preceding sentence are appropriate.

Vendor and all Vendor Personnel shall comply with vehicle use policies and procedures for state-owned vehicles as documented in the DGS Office of Fleet Management Policies and Procedures Manual. Notwithstanding the foregoing, Vendor shall phase out the use of Commonwealth provided vehicles by Vendor Personnel by the end of the first Contract Year. In addition, Vendor shall ensure that the insurance obtained in accordance with Section 23 shall be primary to any Commonwealth insurance or coverage with respect to any claims arising out of the use of Commonwealth vehicles by Vendor Personnel.

All terms, conditions and provisions of the original Agreement, remain unchanged except as specifically noted herein.

The parties have executed this Agreement on the dates indicated below.

Executed by:

The Commonwealth of Virginia

By: 

Name: Fred Duball

Title: SMO Director

Date: 9/28/06

Northrop Grumman Information Technologies, Inc.

By: 

Name: Janice Cunningham

Title: Subcontracts Team Lead

Date: 9/27/06